



FIRST ILLINOIS SYSTEMS, INC.

*Specializing in Integrated Pest Management Programs for the
Health Care, Retirement, and Hospitality Industries*

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 20 16 by and between FIRST ILLINOIS SYSTEMS, INC. (hereinafter referred to as FIS) and WHEATON PARK DISTRICT D/B/A DUPAGE COUNTY HISTORICAL MUSEUM (hereinafter referred to as FACILITY).

WITNESSETH:

WHEREAS, FIRST ILLINOIS SYSTEMS INC. (FIS) based on experience and formal education, present themselves as specialists in the field of Integrated Pest Management, including but not limiting to chemical applications, desires to administer a comprehensive pest management program for the FACILITY; and WHEREAS the FACILITY has determined that it is in their best interest to employ the services of FIS, IT IS HERBY AGREED by and between the parties as follows:

- A. FIS agrees to perform the comprehensive Integrated Pest Management Control for all insects, rodents, and other pests excluding Powder Post Beetles, Termites, Pharaoh Ants, and Bed Bugs (separate contract), in conjunction with reasonable standards of sanitation, storage, and maintenance practices by the FACILITY. On its part, FIS agrees to provide the following:
 1. Inspection:
 - a. Comprehensive initial survey of FACILITY in order to determine existing pest problems, potential pest problem areas, and to provide a foundation for data collecting which will enable FIS to anticipate the FACILITY'S needs.
 2. Design:
 - a. Development of a customized program to meet said needs of the FACILITY.
 - b. Consulting with architects and design engineers hired by FACILITY during the formulation of plans regarding old and new building areas, in order to provide as pest free an environment as possible.
 3. Evaluation and Coordination:
 - a. Composition and presentation of monthly summaries of pest activity and counter measures taken, in business letter form, to Department heads as designed by the FACILITY.
 - b. Establishment of Task Force comprised by Key personnel from appropriate departments of the FACILITY, with FIRST ILLINOIS SYSTEMS, INC.'s account manager, to discuss any special needs or unique problems which may have arisen, and to engage in cooperative efforts to arrive at a solution to same.
 - c. FIS shall provide detailed sanitation, structural, and storage inspection reports with each service in Dietary Departments.
 - d. FIS shall initiate and participate in a quality control program to ensure the completion of work scheduled consistent with quality standards required by FACILITY, and will include supplement reports when particular problems are identified.
 - e. In addition, FIS shall perform insect identification(s) on request of the FACILITY.
 4. Implementation:
 - a. Presentation of In-House Education Program to train personnel of FACILITY in the key aspects of the FIS program. In connection which In-House training will provide and maintain training equipment, slides, literature, and all business forms. These materials shall remain at all times in the property of FIS. FIS shall also provide qualified personnel and all necessary pest control supplies and equipment; with exception of Ketch-alls, and other supplies, equipment and labor necessary to control Powder Post Beetles, Termites, Pharaoh Ants, and Bed Bugs and any insectocutors needed to control flying pests.

53 S. Cypress Drive • Bristol, IL 60512 • (630) 553-0274 • FAX (630) 553-2512

- b. FACILITY agrees that in addition to the compensation agreed to herein, they shall pay and promptly reimburse FIS for extraordinary expenses incurred by FIS for services not covered in this agreement, provided the FACILITY has prior notice of and concurs with the need for these extraordinary expenditures.
- c. FACILITY hereby agrees that neither the FACILITY nor any of its employees, consultants, vendors, or staff will use any elements of the FIS program design, including all supportive documentation and materials, without the written permission of FIS.

B. A certificate of FIRST ILLINOIS SYSTEMS, INC., insurance coverages will be provided to FACILITY.

C. Frequency of Services:

**DAY VISITS: One (1) visit per month, year around, to service all areas of the facility.

D. Emergency Service Provisions:

All calls will be billed \$110. per call.

E. This agreement shall run for an initial period of (1) years, beginning with the date the agreed upon services described in this contract commence. Thereafter, this agreement shall only remain in force upon renewal and may be cancelled at any time, by either party with deliverance of a thirty day written notice to that effect.

F. In consideration for the services provided by FIS as described herein, FACILITY shall compensate FIS as follows:

1. The start-up fee shall be -0-, due upon acceptance of this agreement.
2. The service fee shall be \$1,296., per year(1), N/A per year (2) N/A per year (3) payable monthly upon presentation by FIS of a suitable invoice at the rate of \$ 108. per month of year (1), N/A per month year (2), N/A per month year (3).

G. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed the agreement by their officers there unto duly authorized on the day and year first above written.

FACILITY WHEATON PARK DISTRICT
D/B/A DUPAGE COUNTY HISTORICAL MUSEUM

By: [Signature] Mike Benard Exa Dir
Authorized Signature (name/title)

Dated: 3/9/16

FIRST ILLINOIS SYSTEMS, INC.

By: [Signature]

Dated: 3-11-16

Included as part of Agreement Dated 1st day of April, 2016 by and between First Illinois Systems Inc.
and Wheaton Park District D/B/A DuPage County Historical Museum

Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of, incidental to, resulting from or in connection with Vendor's performance of its obligations under this Contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

First Illinois Systems Inc.

By: Marty Seeman

Dated: 3-11-16

CERTIFICATE OF LIABILITY INSURANCE

FIRSILL-01 BMARSHALL

DATE (MM/DD/YYYY)

3/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles L. Crane Agency Co. Charles L. Crane Agency 400 Chesterfield Ctr, Ste 320 Chesterfield, MO 63017		CONTACT NAME: PHONE (A/C. No, Ext): (636) 537-5000		FAX (A/C, No): (636) 537-5009		
INSURED First Illinois Systems, Inc. 53 S. Cypress Dr. Bristol, IL 60512		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVERAGE			NAIC #	
		INSURER A : West Bend Mutual Insurance Company			15350	
		INSURER B : Accident Fund Insurance Company of America **			10166	
		INSURER C : RLI Insurance Company			13056	
		INSURER D :				
		INSURER E :				
		INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			X		1381396	10/15/2015	10/15/2016	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000		
	<input type="checkbox"/>									MED EXP (Any one person)	\$ 10,000		
	<input type="checkbox"/>									PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000		
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT						<input type="checkbox"/>	LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	OTHER:									\$		
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					1381396	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/>	ALL OWNED AUTOS		NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/>	HIRED AUTOS		AUTOS						PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/>										\$		
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR			1381396	10/15/2015	10/15/2016	EACH OCCURRENCE	\$ 2,000,000		
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE						AGGREGATE	\$ 2,000,000		
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$						0	\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / N <input checked="" type="checkbox"/>	N / A	WCV6060223	10/15/2015	10/15/2016	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
C	Business Bond						FID7000488	10/15/2015	10/15/2016	Employee Theft	5,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Pest Services

DuPage County Historical Museum and Wheaton Park District is included as an additional insured under the general liability with respects to jobs performed by the insured for them, as required by written contract and as their interests may appear.

CERTIFICATE HOLDER		CANCELLATION
<p>DuPage County Historical Museum and Wheaton Park District 102 E Wesley St Wheaton, IL 60187</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
		<p>AUTHORIZED REPRESENTATIVE</p> <p><i>John Kot</i></p>

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Michelle Podkowa

From: Michelle Podkowa
Sent: Wednesday, January 20, 2016 9:07 AM
To: Mike Benard
Cc: Dan Novak
Subject: RE: Pest Control Contract

Thanks Mike,
My apologies. I went to print the email/quote for the other company and realized I read the monthly fee incorrectly, they charge \$120/month, not \$200. The \$200 per visit charge is for if they visit our offsite storage during the year (current company does this for free).

First Systems is still cheaper per month. I will type up my notes from the meeting, print this email, and their email quote to attach to First System’s contract. I will also verify First Systems provides the Certificate of Insurance with the correct information per last year’s contract.

Thank you,

Michelle



Michelle Podkowa | Museum Manager and Educator
630.510.4956 | Fax: 630.665.5880 | dupagemuseum.org
your *county.* your **history.**
102 E. Wesley St. Wheaton IL 60187 | mpodkowa@wheatonparks.org
A Facility of Wheaton Park District.

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From: Mike Benard
Sent: Wednesday, January 20, 2016 8:54 AM
To: Michelle Podkowa
Cc: Dan Novak
Subject: Re: Pest Control Contract

Yes
Please attach your findings and this email to the agreement for your recommended company for my signature with the appropriate insur cert and complete the PO for finance

Good job

me and told me
Mike Benard
Wheaton Park District

On Jan 20, 2016, at 8:46 AM, Michelle Podkova <mpodkova@wheatonparks.org> wrote:

Hi Mike,
I checked into a few companies for pest control. Most do not do Museums. However, of those that do, our current supplier is the cheapest and provides what we need. The other quote involved \$200/month (we only pay \$105) and a startup fee for equipment of \$500. They do charge for other supplies throughout the year depending on what type preventative maintenance they do. They're philosophy also does not align very well to museum practices in a few alarming cases.

I recommend we stay with our current provider, Illinois First Systems, who is well known in the area and in the Museum industry for their great care, provides us with twice the benefits (they do not charge us to visit our offsite storage a couple times a year) for half the cost. Is it alright if I start the contract process with them?

Thank you,

Michelle

Michelle Podkova | Museum Manager and Educator
630.510.4956 | Fax: 630.665.5880 | dupagemuseum.org

<image001.jpg>

<image002.png>

102 E. Wesley St. Wheaton IL 60187 | mpodkova@wheatonparks.org
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Michelle Podkova and Ashley Downing discussed Pest Control requirements per museum best practices. The company needs:

- museum experience and provide references
- Monthly control at DCHM including outside inspections
- occasional visits to CAC storage to prevent mice issues

Ashley knew of a company called Abbey Pest Elimination. Michelle reached out to other Museum professionals and was told First Systems was the best and well known for the area but they had heard Anderson Pest does museums as well. Terminix approached Mike Benard and we quoted them as well.

Abbey Pest Elimination: Michelle called them on Tuesday, January 12, 2016. They do have Museum experience but do not provide coverage to Wheaton.

Anderson Pest Solutions: Michelle contacted for a quote and references. Salesman responded immediately to set up a meeting to see building for a more accurate quote. Michelle's meeting notes below. Attached quote provided by Anderson. It is more expensive per month with almost \$500 startup costs for equipment. The company charges for other needed supplies depending on what pest they are trying to prevent. They also use food bait inside and outside the building which is not in keeping with museum practices. Staff time will be required every month for at least 30 minutes to walk around with the company while they check everything inside the building.

First Illinois Systems: No extra staff time needed. Follows museum practices well and does not use food bait. Price is cheaper than competitors; service is great and provides a free visit (every few months) to the offsite storage sites. Also provides free supplies, no cost for traps and does outside inspections for no fee.

Terminix: The salesman was very aggressive and often got the time of our meetings incorrect. The owner of that Franchise is well educated on pest management but the salesman is less knowledgeable about the specific needs of Museums. The salesmen did do some research on this during our different meetings. Larger fee for first month then cheaper all month long. Fee for quarterly visit to CAC. Will not cover anything on the outside of buildings except for an extra cost. When he could not reach me, and was told I was out of the office and I was the contact on this project, he called Ashley to push his way onto the calendar. He told Ashley he would be stopping by the next morning to talk with me, I had to call him to tell him I was unavailable with a school program that time and he would have to reschedule at a more convenient time. \$300 to treat outside building once, recommends three times.

Notes from Michelle's meeting with Thomas of Anderson Pest Solutions on January 15, 2016:

- He is working on getting me references (as of January 20 these had not come through yet).

- Need someone to walk them through the building when their specialist is here. They will let us know how long this will take in the proposal (they did not).
- They would be able to schedule it monthly but we may not always have our same specialist unless we request it.
- There will be mouse boxes outside (the size of shoe boxes) with food bait in them to attract rodents to them instead of into the building. There will be at least one per entrance.
- Inside there will be mouse boxes, smaller than the outside ones, about half the size of shoe boxes, put throughout the building but especially near entrances. They will also have food bait. The boxes may be seen on the outside of the building, we can upgrade to a fancier one if we want. They will be anchored and locked for safety reasons.
- Free service calls IF it is one of the guaranteed pests.
- Second location would cost \$200/visit unless we work something out to put it in monthly contract.

Company	Yearly Fee	Outside Inspections & treatments	Offsite Pest Control Coverage	Startup Fee	Museum Experience	Other Notes	Covers Flying Pests	Additional Costs	Total for April 2016-March 2017
First Illinois Systems— Current company	\$1,296	<ul style="list-style-type: none"> • Included for free • Inspects as needed • No charge for treatment 	Included for free	N/A	Yes-many contracts in area, well known in Museum community		Yes	charges for pests not covered in agreement	\$1,296
Terminix	\$900	<ul style="list-style-type: none"> • Inspections not included in contract • \$300/treatment— recommend at least 3 every year (\$900) <p>We would only do one treatment (\$300/year)</p>	\$ 52/ visit (quarterly) (\$208/year)	\$ 35 (pays for extra time 1 st visit)	<p>Their franchise location has no experience but claim they can pull from other locations knowledge.</p> <p>Did not provide references, even when asked.</p>	<p>Use chemical baits</p> <p>Does not seem to have a good understanding of Museum needs.</p>	no	charges for pests not covered in agreement	\$1,443-\$2,043
Anderson Pest Control	\$1,440		\$200/visit for a single service or could be written into contract but did not provide a quote	\$343 for traps and other equipment	Some- but did not provide references, even when asked.	<p>Requires staff to be with them on their visits.</p> <p>Uses baits as preventative, uses food baits.</p>	no	Charges for replacement traps, charges for drain treatment, charges for pests not covered in agreement	\$1,783-\$2,583
Abbey Pest Elimination	\$0					Does not cover Wheaton Area			N/A

The Museum staff proposes to stay with First Illinois Systems as they have phenomenal experience with Museums, provide great value for their fee including free outside inspections, free treatments outside as often as needed, free supplies and traps inside every month and would provide those traps for free if we ever needed them in case of an infestation. They also will visit offsite storage for free quarterly and as needed for prevention (they have already done this twice this year and planning on a few more). First Systems covers flying pests too, this is something that Terminix and Anderson mentioned as not covered in their meetings. The staff does not feel comfortable with the other companies experience in the Museum settings and their fees—while cheaper or similar in the yearly fee—is actually more expensive given our current service needs.